

**AGREEMENT BETWEEN MYRIAD INTERNATIONAL MARKETING LLC, MELBOURNE CONVENTION
BUREAU (MCB) AND MELBOURNE CONVENTION & EXHIBITION TRUST (MCET)
FOR REPRESENTATION SERVICES IN NORTH AMERICA**

Parties

Melbourne Convention Bureau of 60 City Road, Southbank, Victoria, Australia 3006 (MCB)

Melbourne Convention and Exhibition Trust of 1 Convention Centre Place, Melbourne,
Victoria, Australia 3006 (MCET)

and

Myriad International Marketing LLC of [6033 W Century Blvd, Suite 900 Los Angeles CA
90045]

Background

- 1 MCB and MCET appoint Myriad International Marketing LLC as their representative in North America.
- 2 Myriad International Marketing LLC will have responsibility for managing sales, marketing and public relations activities on behalf of MCB and MCET in North America.

Agreed terms

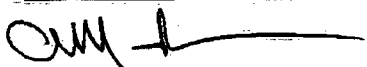
1 Interpretation

1.1 Definitions

In this document these words have the following meanings unless the contrary intention appears:

Confidential Information means this document and all information concerning MCB, MCET or their respective businesses or operations which is made available to or obtained by Myriad International Marketing LLC from or in connection with the performance of the Representation Services under this document and which is not a matter of public knowledge or lawfully available from any other source, including without limitation marketing plans, databases, funding offers, advertising and business strategies and rates.

Delegate Days means the number of days between the move-in and move-out days at the Melbourne Convention and Exhibition Centre (MCEC) multiplied by the total number of delegates.



Intellectual Property Rights means copyright (and future copyright), trade mark, design, patent, semiconductor and circuit layout rights and all other rights (whether registered or not and whether registrable or not) generally falling within the scope of this term.

Representation Services means the functions and services to be provided by Myriad International Marketing LLC to MCB and MCET in North America as detailed in Schedule 1.

MICE Services means the provision of services relating to meetings, incentives, conventions and exhibitions.

Sales Mission Sign-Off Sheet has the meaning given to it in clause 6.3(b).

Term has the meaning given to it in clause 3.

2 Appointment of Myriad International Marketing LLC

2.1 Representative role

- (a) MCB and MCET appoint Myriad International Marketing LLC to perform the Representation Services during the Term and Myriad International Marketing LLC accepts the appointment on the terms and conditions contained in this agreement.
- (b) The parties acknowledge that the appointment in clause 2.1(a) is not exclusive and that nothing in this agreement prevents MCB and/or MCET from sourcing or generating any leads of their own accord or otherwise conducting and promoting their business in North America, separately and independently of Myriad International Marketing LLC or from using a third party to do so.
- (c) Nothing in this agreement creates an agency, partnership or joint venture relationship between MCB and MCET and Myriad International Marketing LLC. In particular, Myriad International Marketing LLC does not have the power or authority, directly or indirectly, to bind MCB or MCET to any agreement or otherwise to contract, negotiate or enter into a binding relationship or agreement for or on behalf of MCB or MCET.

3 Term of Agreement

This agreement commences on 1 January 2017 and expires on the 31 December 2019 (Term), unless otherwise extended by written agreement of the parties or terminated earlier in accordance with clause 12.1 or any other lawful means.

4 Performance of the Representation Services

4.1 In good faith

Myriad International Marketing LLC must perform the Representation Services in good faith and in the best interests of MCB and MCET.

4.2 Care and diligence

Myriad must perform its obligations under this document:

- (a) in a proper and professional manner;
- (b) in accordance with prudent marketing procedures and practices;
- (c) with the standard of diligence and care normally exercised by adequately qualified and experienced persons in the performance of comparable work;

- (d) in accordance with all reasonable instructions given and timelines imposed by MCB and/or MCET; and
- (e) in accordance with generally accepted practices appropriate to the activities undertaken.

5 Variation or termination of Representation Services

MCB and MCET may, at any time, vary or terminate any part of the Representation Services by giving written notice to Myriad International Marketing LLC. Upon receipt of such notice, Myriad International Marketing LLC must immediately perform all such acts and do all such things as are required in order to ensure the relevant activity is so terminated or varied in accordance with the notice.

6 Fees and expenses

6.1 Remuneration - Fixed Fee

- (a) In consideration of Myriad International Marketing LLC providing the Representation Services, Myriad International Marketing LLC will be paid an annual fee of \$300,000 USD (\$25,000 USD per month), payable monthly in advance on the first of each month.
- (b) Every 12 months from the commencement date of this agreement, there will be an annual increase to the monthly fee, which will be determined by MCB and MCET in their absolute discretion. In determining such increase, MCB and MCET may have regard to movements in the US Consumer Price Index - U (CPI).

6.2 Other Costs

- (a) In addition to the monthly fee and subject to clause 6.2(b), MCB will reimburse Myriad International Marketing LLC for the following additional expenses incurred, to the extent these expenses relate directly to undertaking the Representation Services:
 - (i) subject to clause 6.3, travel expenses for Myriad International Marketing LLC staff to represent MCB or MCET, to the extent that the travel required is more than 62 miles from the Myriad International Marketing LLC offices (Myriad International Marketing LLC is responsible for all costs associated with travel required within 62 miles from the Myriad International Marketing LLC offices);
 - (ii) registration fees to attend travel industry and media events;
 - (iii) reasonable trade show expenses;
 - (iv) postage and shipping (within the US and to Melbourne);
 - (v) reasonable and appropriate client entertainment; and
 - (vi) reasonable and appropriate mobile phone costs.
- (b) Myriad International Marketing LLC must seek the prior written approval of MCB for any expenses or series of expenses of USD1,000 or greater.
- (c) Myriad International Marketing LLC must submit an invoice to MCB for all expenses with appropriate supporting material (including for example, receipts, phone bills), by the fifteenth day of the month for expenses incurred the previous month. These invoices will be settled by the end of the month in which invoiced.

- (d) Myriad International Marketing LLC must use its best endeavours to ensure that all expenses are reasonably incurred and where possible, are incurred at competitive market rates.
- (e) For the avoidance of doubt, MCB and MCET will not be liable for any expenses incurred by Myriad International Marketing LLC under clause 6.2(a) unless Myriad International Marketing LLC has complied fully with the requirements of clauses 6.2(b), 6.2(c) and 6.2(d).

6.3 Travel whilst conducting business for MCB/MCET

- (a) All travel on behalf of MCB/MCET must be pre-approved by the General Manager, Business Development and Bids at MCB's head office.
- (b) Myriad International Marketing LLC must provide to MCB a document detailing the name of the person travelling, travel dates, destinations, purpose of travel, full cost of travel including accommodation and airfares (**Sales Mission Sign-Off Sheet**). A copy of the proposed itinerary is to be attached to the Sales Mission Sign-Off Sheet.
- (c) On approval of the Sales Mission Sign-Off Sheet by MCB's General Manager, Business Development and Bids, then Myriad International Marketing LLC may proceed with reservations.
- (d) Myriad International Marketing LLC is required to attain best possible fares and accommodation rates. Bookings should be made at least four (4) weeks prior to travel date or earlier to maximise the opportunity to obtain best possible fares. MCB and MCET reserve the right to require bookings on long haul flights to be made using contra and/or special fares.
- (e) A minimum of three (3) airfare quotes must be obtained for long haul international air travel (flights of 6 hours or more).
- (f) MCB's travel policy must be followed at all times. For the avoidance of doubt, MCB and MCET will not be liable for any travel expenses incurred which have not had prior approval under this clause 6.3 and/or which are outside of the budget determined in accordance with clause 6.5.

6.4 Ad Hoc Projects

- (a) During the course of this agreement, additional projects will be initiated and implemented as required.
- (b) Myriad International Marketing LLC will be entitled to claim expenses relating to these projects, provided that any expenses are identified and approved by MCB prior to being incurred.

6.5 Budgets and Business Plan

- (a) In addition to the Representation Services, Myriad International Marketing LLC must develop an annual North American strategy, for consideration by MCB and MCET (**North America Strategy Document**).
- (b) The North America Strategy Document will include an annual calendar of agreed activities and supporting budget to be conducted in North America. Activities will include those listed in Schedule 2 and may include additional events, presentations and delegate boosting as required and as determined by MCB and MCET in their discretion.

- (c) Once the North America Strategy Document has been approved by the Chief Executive Officers of both MCB and MCET, the North American Strategy Document will be incorporated into the MCB business plan (Business Plan).
- (d) Myriad International Marketing LLC will manage the administration of the annual MCB North American representation program and budget strictly in accordance with the approved Business Plan.
- (e) Any individual program expenditure by Myriad International Marketing LLC not included in the annual North American representation program over USD 1,000 must have pre-approval in writing from MCB.

7 Intellectual Property

7.1 Database and Ownership of Contact Lists

- (a) Myriad International Marketing LLC are required to use MCB's database (currently Simple View) as the only database system to record sales and marketing activity in relation to Melbourne, Victoria.
- (b) All right, title and interest in all leads and contact lists generated from the Representation Services of Myriad International Marketing LLC vest in MCB and MCET upon creation by Myriad International Marketing LLC.
- (c) Myriad International Marketing LLC must, on request, deliver up to MCB and MCET all records of such leads or lists and provide a statutory declaration, in a form acceptable to MCB and MCET, confirming that the same has been fully completed.
- (d) Myriad International Marketing LLC must ensure that any Intellectual Property Rights in any materials created in the course of the performance of the Representation Services by (or on behalf of) Myriad International Marketing LLC, will be immediately owned by, vested in and assigned to MCB and MCET unless the parties agree otherwise in writing. For the avoidance of doubt, this includes without limitation, all current and future content on any MCB or MCET database (including Simple View) made available to Myriad International Marketing LLC.
- (e) Myriad International Marketing LLC must, on request by MCB and MCET, promptly execute all documents and do all things as may be required to give effect to this clause.
- (f) In the event that MCB reviews and consequently changes its database within the period of this agreement the above will still apply.
- (g) Upon termination of this contract, Myriad International Marketing LLC agrees to return all intellectual property to MCB and destroy any remaining records.

8 MCB and MCET obligations

MCB and MCET agree:

- (a) MCB will pay invoices delivered in accordance with this Agreement, within 15 days of receipt;
- (b) to provide Myriad International Marketing LLC with up-to-date information regarding Melbourne meetings, incentives, conferences and exhibitions (MICE) products and services available; and

- (c) to be proactive in providing Myriad International Marketing LLC with interesting information available for dissemination within the North American market to assist Myriad International Marketing LLC in undertaking the outlined services.

9 Performance

9.1 Performance Reviews

- (a) MCB and MCET shall be entitled to periodically review the performance of Myriad International Marketing LLC in relation to the Representation Services at such times, and in such manner, as they see fit. Such review may include a review of Myriad International Marketing LLC's performance against the KPIs set out in Schedule 2.
- (b) A formal quarterly review with the President / CEO of Myriad International Marketing LLC will be scheduled by MCB.

9.2 KPIs

- (a) Myriad International Marketing LLC must use its best endeavours to assist MCB and MCET to achieve the KPIs set out in Schedule 2.
- (b) MCB and MCET reserve the right to alter the KPIs at any time, by notice to Myriad International Marketing LLC.

10 Restraint

10.1 Restraint

- (a) Myriad International Marketing LLC undertakes to MCB and MCET that Myriad International Marketing LLC will not, during the term of this agreement (either directly or indirectly and whether alone or in partnership, or in association with another person and whether as principal, agent, representative, director, officer, employee, member, partner, joint venturer, shareholder, trustee, consultant or advisor to or in any entity or otherwise) be engaged or involved in the provision of any services the same as or similar to, the Representation Services, or enter into any agreement to be appointed as a representative (whether in a marketing capacity or otherwise) or adviser for:

- (A) any city, town, state or province in Australia or New Zealand (other than the Northern Territory as an existing client of Myriad International Marketing LLC); or
- (B) any person or body corporate which conducts or operates a convention, conference, accommodation, recreational, cultural, sporting establishment or other facility located in Australia or New Zealand.

(Direct Competitors).

- (b) For the avoidance of doubt, Myriad International Marketing LLC may provide MICE Services to parties who are not Direct Competitors, but must first inform MCB and MCET in writing with reasonable details before entering into any agreement with any such party.

10.2 Construction

Each restraint in clause 10.1 constitutes a separate restraint that is severable from the other restraints. If a restraint is judged to be void, voidable, unenforceable or illegal by a court or tribunal because it goes beyond what is reasonable to protect MCB and MCET or for any other reason, then that restraint will be severed and the other restraints remain in force.

10.3 Acknowledgements

Myriad International Marketing LLC acknowledges and agrees that:

- (a) each restraint in this clause 10 is reasonable in its scope and duration and goes no further than is necessary to protect MCB and MCET; and
- (b) it has received legal advice or has had the opportunity of obtaining legal advice in relation to this clause 10.

10.4 Conflict of interest

- (a) In the instance that there is a potential conflict of interest with regard to a bid, where Myriad International Marketing LLC represents two or more of the competing destinations, the following procedure will apply:
 - (i) Myriad International Marketing LLC must advise MCB and/or MCET (if applicable) as soon as practically possible of any situation that may give rise to a conflict of interest.
 - (ii) Myriad International Marketing LLC must declare, in writing, any potential conflict of interest to MCB and/or MCET (if applicable) when asked to assist with any specific convention bid.
 - (iii) If the business has been developed by MCB and/or MCET or by Myriad International Marketing LLC on behalf of MCB and/or MCET, prior to the bid notification, then Myriad International Marketing LLC must work exclusively with MCB and/or MCET on such bid.
 - (iv) If a lead is generated whilst Myriad International Marketing LLC is conducting lead development research on behalf of MCB and/or MCET and other destinations represented by Myriad International Marketing LLC and these destinations are competing for the same convention, Myriad International Marketing LLC must declare a conflict of interest. In this instance Myriad International Marketing LLC must not be involved in the bid process for either party unless MCB and MCET agree with the competing destination that Myriad International Marketing LLC will be permitted to act for MCB and MCET and that competing destination. If MCB and MCET agree that Myriad International Marketing LLC may also be involved with a competing destination bid in accordance with this clause 10.4(a)(iv), Myriad International Marketing LLC must put in place such confidentiality safeguards and/or Chinese wall protections as MCB and MCET reasonably request in order to protect the confidentiality and privacy of MCB and MCET's bid.
 - (v) All market intelligence on bids gathered by MCB and/or MCET or by Myriad International Marketing LLC on behalf of MCB and/or MCET must remain confidential and may not be disclosed to other destinations/companies represented by Myriad International Marketing LLC unless otherwise approved by MCB and/or MCET.

11 Indemnity

11.1 Indemnity

Myriad International Marketing LLC indemnifies MCB and MCET in relation to all claims for damages, costs or expenses that may be made or brought against MCB or MCET arising as a result of or in connection with:

- (i) a breach of this agreement by Myriad International Marketing LLC (including any losses arising from the negligence or wilful misconduct of Myriad International Marketing LLC or its officers, employees, contractors or agents); or
- (ii) any breach of laws by Myriad International Marketing LLC or any of Myriad International Marketing LLC's employees, contractors, officers or agents.

11.2 Compliance with law

Myriad International Marketing LLC acknowledges that it is its responsibility to comply with applicable laws at all times. MCB and MCET will not, in any circumstances, be liable for any failure by Myriad International Marketing LLC or Myriad International Marketing LLC's personnel to comply with applicable laws.

12 Termination

12.1 Early termination

- (a) After the expiration of the first year of this agreement, any party/ies may terminate this agreement for convenience by giving three (3) months' notice in writing to the other party/ies.
- (b) If this agreement is terminated pursuant to this clause 12.1, this agreement will terminate without prejudice to any claim any party may have against the other/s at the time of the termination.
- (c) Notice of termination pursuant to this clause may be given without breach by the other parties or any other reason or justification.

12.2 Termination for Breach

- (a) MCB and/or MCET or Myriad International Marketing LLC may, in the event of any breach or default in the due and punctual observation and performance of the obligations and provisions contained in this agreement, by notice given in writing, immediately terminate this Agreement.
- (b) Where this Agreement is terminated by Myriad International Marketing LLC pursuant to this clause, MCB shall pay all fees outstanding to the date of the breach upon which the notice of termination is based, within 14 days of termination.
- (c) Where this Agreement is terminated by MCB and/or MCET pursuant to this clause, Myriad International Marketing LLC releases MCB and/or MCET from payment of, and hereby forfeits, any fees which may have become payable and relate to the period subsequent to such breach.
- (d) For the avoidance of doubt, clauses 7.11, 13.1 and 13.6, survive termination.

13 General

13.1 Confidentiality

- (a) All Confidential Information will be and remain confidential between Myriad International Marketing LLC and MCB/MCET and must not, without the prior written consent of MCB and MCET (which consent may be withheld in MCB and MCET's absolute discretion) be disclosed to any third person other than:
 - (i) as required by law;
 - (ii) is reasonably required to be disclosed:
 - (A) to a related body corporate;
 - (B) to a party's auditors for the purpose of conducting an audit of the party's affairs;
 - (C) for the purposes of obtaining professional advice or services in relation to this agreement; or
 - (D) to a party's employees to whom it is necessary to disclose the information.
- (b) On termination of this document, Myriad International Marketing LLC must promptly return to MCB and MCET all Confidential Information in its possession or control.

13.2 Legal costs

Except as expressly stated otherwise in this document, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this document.

13.3 Amendment

This document may only be varied or replaced by a document executed by the parties.

13.4 Assignment

- (a) Myriad International Marketing LLC must not assign or deal with any right under this document without the prior written consent of MCB and MCET.
- (b) MCB and MCET may assign or deal with any right under this document in its absolute discretion.

13.5 Counterparts

This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

13.6 Governing Law

- (a) This document is governed by and is to be construed in accordance with the law of Victoria, Australia.
- (b) The parties irrevocably submit themselves to the exclusive jurisdiction of the courts of Victoria, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

13.7 Relationship

This document is not intended to create a partnership, joint venture or agency relationship between the parties. Neither party may hold itself out as the partner, joint venturer or agent of the other party.

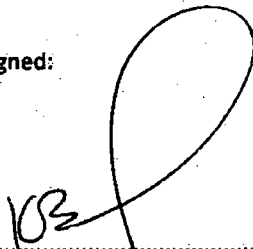
13.8 Insurance

Myriad International Marketing LLC agrees to have in place for the term of this agreement all insurance required by law, and in addition, must have professional indemnity, workers compensation and any other insurance which United States good business practice would require Myriad International Marketing LLC to have in place.

13.9 Other

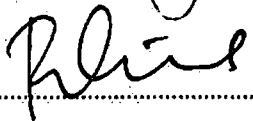
Myriad International Marketing LLC, Melbourne Convention and Exhibition Trust and Melbourne Convention Bureau enter into this Agreement in the spirit of partnership, and all parties look forward to establishing a long term and mutually successful working relationship.

Signed:



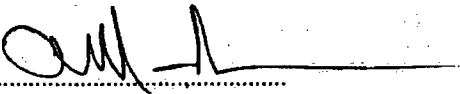
Karen Bolinger
Chief Executive Officer
Melbourne Convention Bureau

Date: 9.1.16.



Peter King
Chief Executive Officer
Melbourne Convention & Exhibition Trust

Date: 17.1.17



Al Merschen
President / CEO
Myriad International Marketing LLC

Date: 2/16/17

Schedule 1

Representation Services

1 Function

Myriad International Marketing LLC must undertake the following functions as required:

- (a) Source and generate convention, corporate and incentive leads for Melbourne and Victoria in accordance with agreed priorities;
- (b) Lead qualification - prioritising and researching leads to qualify their business potential;
- (c) Notify MCB and MCET of qualified leads for entering into the MCB's database management system (currently Simple View);
- (d) Provide input into bid development and assist with presenting bids if required;
- (e) Assist with sales closure and negotiations;
- (f) Develop and maintain close working relationships with current and potential clients;
- (g) Facilitate on-going sales calls, missions and promotions within North America;
- (h) Prepare and implement an approved strategic sales and marketing plan (known as the North America Strategy document) to promote Melbourne and Victoria as a meetings, incentive and convention destination with approval and input from MCB and MCET; and
- (i) Conduct marketing activities such as tradeshow attendance, advertising and direct mail marketing campaigns, sales calls, PR programmes and such other activities as notified to Myriad by MCB from time to time.

1.2 Staff services

Myriad International Marketing LLC will provide two (2) full time equivalent staff members to fill the following roles:

- (a) Director, Business Development
- (b) Business Development Manager

1.3 Sales and marketing services

Myriad International Marketing LLC will provide the following sales and marketing representation services to MCB and MCET in North America:

- (a) Sales calls to all key stakeholders (new and potential clients);
- (b) Training;
- (c) Trade show preparation and attendance;
- (d) Sector research specific to the US market – minimum three (3) projects per annum;
- (e) Coordination of site inspections and / or famil programs;

- (f) Maintenance of contact database (MCB database management system – currently Simple View;
- (g) Liaison with MCB head office in Melbourne;
- (h) Monthly reports including details of sales activities, industry insights, travel trends, market intelligence, etc. (template to be provided by MCB);
- (i) Attendance at annual sales/marketing meeting in Melbourne if required;
- (j) Review and recommend on all presented marketing opportunities;
- (k) Create marketing opportunities with appropriate partners;
- (l) Work with stakeholders including Tourism Australia, Visit Victoria, Invest Victoria, BestCities, Airlines and other stakeholders as nominated by MCB to Myriad International Marketing LLC from time to time; and
- (m) Provide input from Myriad President / CEO and Executive team into MCB's strategic plan.

1.4 Public relations services

Myriad International Marketing LLC will provide the following public relations services to MCB and MCET in North America:

- (a) Handling all North American media inquiries relating to Melbourne "MICE" related subjects;
- (b) Monitoring of key media outlets for coverage of the destination;
- (c) Fact checking of information and articles with Melbourne "MICE" references;
- (d) Distribution of press releases issued by MCB and MCET to Myriad International Marketing LLC's "MICE", trade and public relations database;
- (e) Story pitching, coordination of press trips and media events as required;
- (f) Attendance at appropriate events, functions and trade shows; and
- (g) Attendance at conferences, if required.

1.5 Office services

Myriad International Marketing LLC will provide the following office services to MCB and MCET in North America:

- (a) Office infrastructure for personnel (desk, computer, office supplies etc.);
- (b) Brochure and collateral storage and distribution facilities;
- (c) Provide onsite IT support as required;
- (d) Exclusive MCB phone, fax and internet lines; and
- (e) Myriad International Marketing LLC support staff as needed, including reception and administrative assistance.

Schedule 2

KPI's

Myriad International Marketing LLC's obligations to meet the KPI requirements will begin on 1 January 2017 and are applicable for the Term.

KPI (July to June each year)	Target
Target for MCEC Delegate Days per decision year	Total MCB target: 134,000 delegate days FY 15/16 & 130,000 for subsequent years unless otherwise advised Target contribution from North American market: 25% (33,500 delegate days)
Target for Economic Impact (As calculated by the State Government of Victoria)	MCB target: \$274 million Target contribution from North American market: 25% (\$68.5 million)
Generation and qualification of new leads	MCB target: 120,000 delegate days Target contribution from North American market: 50% (60,000 delegate days) – 75% alignment with priority sectors.
Bid conversion rate – percentage of all bid submitted that are won for Melbourne	60% of all bids won
Sales Activity Targets	Activity
Trade shows	IMEX Las Vegas
Sales missions	Minimum 6 per annum
Sector-specific research projects	Minimum 3 per annum
Trace activity	All traces reviewed and updated within 7 days